

Exhibit “D”

AGREEMENT OF LIMITED PARTNERSHIP

OF

RANGERS EQUITY HOLDINGS, L.P.

This Agreement of Limited Partnership of Rangers Equity Holdings, L.P. (the "Partnership"), is entered into as of August 25, 2008, 10:00 a.m. central time, by and between HSG Partnership Holdings LLC, a Texas limited liability company, with its principal office at 1000 Ballpark Way, Suite 400, Arlington, Texas 76011 (the "General Partner"), and Hicks Sports Group LLC, a Texas limited liability company (the "Limited Partner").

The General Partner and the Limited Partner (collectively, the "Partners") hereby agree as follows:

1. Formation. The Partnership is formed pursuant to the Delaware Revised Uniform Limited Partnership Act (the "Act").

2. Certificate of Limited Partnership. The General Partner shall file a Certificate of Limited Partnership with the Secretary of State of the State of Delaware, and the Partners shall take such further action as shall be appropriate to comply with all requirements of the formation and operation of a limited partnership in the State of Delaware, and all other counties and states where the Partnership may elect to do business.

3. Name. The name of the Partnership is "Rangers Equity Holdings, L.P."

4. Character of Business. The Partnership is formed for the purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Act.

5. Principal Offices; Delaware Office; Registered Agent. The location of the principal offices of the Partnership shall be 1000 Ballpark Way, Suite 400, Arlington, Texas 76011. The address of the Partnership's registered office in the State of Delaware is 2711 Centerville Rd., Suite 400, Wilmington, New Castle County, Delaware 19808, and the name of the registered agent of the Partnership at such address is Corporation Service Company.

6. Management of the Partnership. The management, control, and direction of the Partnership and its operations, business, and affairs shall be vested fully and exclusively in the General Partner. The Limited Partner shall not participate in the management, control, or direction of the Partnership's operations, business, or affairs, transact any business for the Partnership, or have the power to act for or on behalf of or to bind the Partnership, such powers being vested solely and exclusively in the General Partner.

7. Capital Contributions. The General Partner is hereby issued a 1% partnership interest in the Partnership and the Limited Partner is hereby issued a 99% partnership interest in the Partnership. Pursuant to a subsequently executed contribution agreement, the General Partner shall contribute 100% of the limited liability company interests of Rangers Equity Holdings GP, LLC, a Texas limited liability company, which holds a 1% partner interest in each of Texas Rangers Baseball Partners ("TRBP"), a Texas general partnership and Emerald Diamond, L.P. ("ED"), a Texas limited partnership, to the Partnership, and the Limited Partner shall contribute a 99% partner interest in each of TRBP and ED to the Partnership. No additional capital contributions by the Partners are required or, without the consent of the General Partner, permitted.

8. Withdrawals; Return of Capital. The General Partner may withdraw from the Partnership and transfer the general partnership interests only upon the Limited Partner's admittance of a substituted general partner.

9. Admission of Additional Limited Partners. Additional limited partners may be admitted to the Partnership by the General Partner.

10. No Assignment. No Partner may pledge, sell, assign or otherwise transfer its interest in the Partnership, except as permitted by the General Partner.

11. Term; Dissolution; Continuation of Partnership. The Partnership shall terminate at such date as the General Partner shall determine. Upon an Event of Withdrawal of the General Partner (as specified in the Act), the Partnership shall be dissolved.

12. Liability of the Partners. The Partners shall not be personally liable for the debts or obligations of the Partnership. The Partners and each affiliate of the Partners, and each officer, director, stockholder, partner, member, employee, or agent of the Partners and any of their respective affiliates, shall be indemnified by the Partnership to the fullest extent permitted by applicable law.

13. Other Activities of the General Partner. THE GENERAL PARTNER SHALL NOT BE REQUIRED TO MANAGE THE PARTNERSHIP AS ITS SOLE AND EXCLUSIVE FUNCTION AND MAY HAVE OTHER BUSINESS INTERESTS AND MAY ENGAGE IN OTHER ACTIVITIES IN ADDITION TO THOSE RELATING TO THE PARTNERSHIP. SUCH OTHER BUSINESS INTERESTS AND ACTIVITIES MAY BE OF ANY NATURE OR DESCRIPTION, AND MAY BE ENGAGED IN INDEPENDENTLY OR WITH OTHERS. NEITHER THE PARTNERSHIP NOR ANY PARTNER SHALL HAVE ANY RIGHT, BY VIRTUE OF THIS AGREEMENT OR THE PARTNERSHIP RELATIONSHIP CREATED HEREBY, IN OR TO SUCH OTHER VENTURES OR ACTIVITIES OF THE GENERAL PARTNER OR ANY AFFILIATES OF THE GENERAL PARTNER, OR TO THE INCOME OR PROCEEDS DERIVED THEREFROM, AND THE PURSUIT OF SUCH VENTURES, EVEN IF COMPETITIVE WITH THE BUSINESS OF THE PARTNERSHIP, SHALL NOT BE DEEMED WRONGFUL OR IMPROPER, EXCEPT TO THE EXTENT SET FORTH IN ANY EMPLOYMENT AGREEMENT BETWEEN

ANY PARTNER OR ANY OF ITS SUBSIDIARIES. THE GENERAL PARTNER SHALL HAVE THE RIGHT TO TAKE FOR ITS OWN ACCOUNT OR TO RECOMMEND TO OTHERS, INCLUDING AFFILIATES OF THE GENERAL PARTNER, ANY INVESTMENT OPPORTUNITY INCLUDING INVESTMENT OPPORTUNITIES THAT MAY BE COMPETITIVE WITH OR INVOLVE THE SAME LINE OF BUSINESS AS THAT CONDUCTED OR PROPOSED TO BE CONDUCTED FROM TIME TO TIME BY THE PARTNERSHIP, AND SHALL HAVE NO OBLIGATION WHATSOEVER TO PRESENT OR OTHERWISE MAKE AVAILABLE ANY SUCH INVESTMENT OPPORTUNITIES TO THE PARTNERSHIP.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GENERAL PARTNER:

HSG PARTNERSHIP HOLDINGS LLC

By: 

Name: Casey Shilts

Title: Chief Operating Officer,
Executive Vice President and
Secretary

LIMITED PARTNER:

HICKS SPORTS GROUP LLC

By: 

Name: Casey Shilts

Title: Chief Operating Officer,
Executive Vice President and
Secretary